



**AMERICAN  
ELEVATOR**

C O R P O R A T I O N

P. O. Box 47117 • Seattle, WA 98146-0117 USA

Phone 1-888-610-2400 • Fax 206-623-8066 • www.americanelevator.com

**Examination & Lubrication  
Service Agreement**

*Please  
Send to  
Conan.*

DATE: August 12, 2008

CUSTOMER NAME AND ADDRESS: Conan Gale  
Rainier Commons, LLC  
3317 3rd Ave. S., Suite 200  
Seattle, WA 98134 206-447-0263 Fax: 206-447-0299  
(hereinafter also referred to as you, your or Purchaser)

JOB NAME & LOCATION: Old Rainier Brewery Cars 1-3  
3100 Airport Way S.  
Seattle, WA 98134

AGREEMENT: The undersigned, American Elevator Corporation (hereinafter also referred to as we, us, our or the Company), in consideration of the sum of four hundred twenty-five dollars (\$425.00) plus tax, payable monthly upon receipt of invoice, does hereby agree to furnish Examination and Lubrication service, as specified below, for one (1) hydraulic passenger elevator, one (1) traction passenger elevator & one (1) traction freight elevator for the term of one (1) year, and will continue thereafter until this Agreement is terminated. Either party may terminate this Agreement by giving the other party written notice at least ninety (90) days prior to the completion date of a given contract term. Said notice shall take effect upon full completion of that existing term, and unless notice is received accordingly, the contract will continue for successive terms.

SCOPE OF OUR SERVICES: This service shall provide one (1) examination every month on passenger elevators, quarter on freight elevator including cleaning and oiling machine, motor, interlocks and controller; greasing or oiling of guides; and minor adjustments disclosed as reasonably necessary at the time of the regular exam and furnishing the necessary lubricants, wiping cloths. All work included in the contract price shall be performed during regular working hours (8:00am to 5:00pm) of regular working days (Monday through Friday) unless otherwise requested by you. Extra calls, if requested by Purchaser, will be provided in addition to the contract price, at our usual billing rates. Travel time and mileage is billed separately and is shared with other jobs in the area whenever possible to reduce costs. Should service or repairs be requested after normal working hours, our usual rates for overtime labor will apply, which is billed at 1.5x, 1.7x or 2.0x regular rates as applicable, plus materials. No work, parts or supplies, except as specified herein, are included in this Agreement.

PROPRIETARY EQUIPMENT: The Purchaser agrees to insure the serviceability of said equipment by providing for the Company's use without charge for the duration of this Agreement, whatever proprietary materials or tools as may be required, at the discretion of the Company, for proper maintenance and troubleshooting, including, if needed, as-built wiring schematics, manuals, monitoring and diagnostic equipment, parts lists, etc.

PURCHASER'S DUTIES: The Purchaser agrees to report to the Company immediately any condition which may indicate the need for corrective action before the next regularly scheduled service call, and to immediately discontinue the lift from service when the equipment operates in a manner which might cause injury to a user thereof or becomes unsafe and also to maintain surveillance of the equipment for such purposes. Further, for purposes of this Agreement, it is understood that the Purchaser is not an "Authorized" person/party to service the lift equipment and is not to use any emergency elevator hoistway doors keys or machine-room access keys or perform any repairs, modifications, alterations or emergency procedures except those, if any, which may be contained in the owner's manual supplied with the lift by the manufacturer. Purchaser acknowledges that there are no "user serviceable" components contained within the system, and that all servicing is to be performed only by the Company. Purchaser agrees to accept our judgment as to the means and methods to be used for any corrective work during the term of this Agreement. Machine-rooms are to be used for elevator equipment only and shall be kept locked. Purchaser also agrees to notify the Company within 24 hours of any accident, alteration or change related to this elevator. The contract price may be adjusted annually or as soon as practical after an increase or decrease in labor costs occurs, based upon the total of

RCLLC 0000274



TERMS AND  
CONDITIONS:

straight-time wages plus fringe benefits paid to elevator mechanics. The starting labor cost rate to govern this Agreement is \$51.48. Contract price shall also be adjusted immediately as a result of any new levies or taxes or other such mandatory expenses with which the Company must comply.

The parties hereto recognize that lifts are mechanical and electrical devices and, like any such devices, in normal operation and with passage of time, are subject to deterioration, wear and tear, and possible malfunction through use, fatigue, corrosion, dust, abuse, vandalism, etc.. With this understood, the parties acknowledge that this service is not intended as a guarantee against failure or malfunction at any time. This service is intended to reduce wear and prolong the useful life of moving parts through proper lubrication; and to help call the Purchaser's attention to repairs needed, in the opinion of the Company, to correct existing malfunctions or potential malfunctions where such can be determined by visual and ordinary examination methods offered with this type of service; and to be on call to make such repairs as the Purchaser may order if and when malfunctions should occur. No liability for the use, operation, management or control of said elevator is assumed nor intended by the Company by this Agreement or the performance of any services or repairs during its term.

It is expressly understood and agreed, therefore, that in consideration of the company performing the service herein specified, the Purchaser agrees to indemnify, defend and Hold the Company Harmless from and against any and all claims, demands, suits, proceedings or recoveries made or brought against the Company at any time, and from and against all expense, legal or otherwise, which the Company may sustain on account of or in connection with, or arising out of any injury to any person or persons (except employees of the Company) and/or any loss or damage to property, any way due to or arising out of the presence, use, operation, repair, maintenance or removal of said lift, unless such loss or damage was caused directly by the Company. It is further understood and agreed that the Company shall not be held responsible or liable in any way of any loss, damage, detention or delay caused by: software and/or proprietary component malfunctions or failures (whether caused directly by the Company or not), accidents, labor troubles, strikes, lockouts, fire, flood, acts of civil or military authorities, or insurrection or riot, or by any other cause which is unavoidable or beyond its control, or in any event, for consequential damages. No work, services or liability on the part of the Company other than specifically mentioned herein, is included or intended.

The Company reserves the right to suspend or discontinue this Agreement at any time without breach of contract or liability for damages, should invoices rendered for service or repair of the equipment described in this Agreement not be paid within forty-five (45) days from date of invoice, or if others not authorized by the Company, perform service, repair or other work on or about said lift during the contract term. All past due accounts are subject to a Finance Charge of 1.5% per month (18% per annum). In the event of any litigation to collect any sum due, you shall pay all reasonable Attorney fees and related collection costs. In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this agreement shall govern in the event of conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement, unless made in writing and agreed to by both parties. Subject to the preceding terms and conditions, all of which are hereby agreed to and made a part hereof, it is expressly understood that this Agreement shall constitute exclusively and entirely the agreement for the service herein described. All prior representations or agreements, whether written or verbal, not incorporated herein are superseded, and no changes in or additions to this Agreement will be recognized by us unless made in writing and signed by both parties. This contract is hereby accepted, and service will commence upon approval on the date shown below. This Agreement is not binding upon American Elevator until approved by one of its' executive officers.

THANK YOU  
FOR BUYING  
AMERICAN!

PURCHASER'S ACCEPTANCE:

Signature: [Signature]  
Name: OTAN ALON  
Company/For: RCLLC  
Commencement Date: 8-12-2008  
In Emergency Call: 206 948 0256

AMERICAN ELEVATOR CORPORATION:

Signed: Marc Vendetti  
Name: Marc Vendetti  
Title: Project Manager  
AECO OFFICER'S APPROVAL: \_\_\_\_\_  
DATE APPROVED: \_\_\_\_\_